



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFQ NUMBER

DNRB12082

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

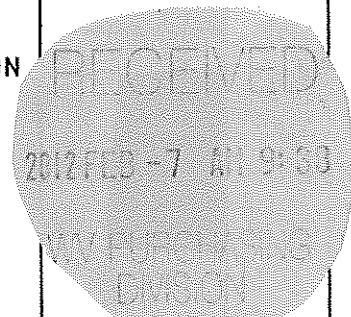
SHIP TO

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

324 4TH AVENUE  
SOUTH CHARLESTON, WV  
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/14/2011						
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
						<i>POH</i>
						<i>\$ 98,625.00</i>
						<i>Alt # \$14,375.00</i>
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR SWIMMING POOL RENOVATION AT BERWIND LAKE WILDLIFE MANAGEMENT AREA.</p> <p>THIS IS AN EAST BOND FUNDED CAPITAL IMPROVEMENT PROJECT, PAYMENT TO VENDORS WILL BE MADE BY THE BANK OF NEW YORK MELLON.</p> <p>NON-MANDATORY PRE-BID</p> <p>A NON-MANDATORY PRE-BID WILL BE HELD ON 01/05/2012 AT 1:30 PM AT BERWIND LAKE WMA SWIMMING POOL. ALL INTERESTED PARTIES ARE ENCOURAGED TO ATTEND THIS MEETING.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/11/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING: FRANK WHITTAKER, SENIOR BUYER WEST VIRGINIA PURCHASING DIVISION</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
<i>Robert D. Hall</i>		<i>632-1600</i>		<i>02/08/2012</i>		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
<i>President</i>		<i>35-0648251</i>				

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vro/hipaa.html](http://www.state.wv.us/admin/purchase/vro/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

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<p>2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-4115</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p>MILLER ENGINEERING, INC. 250 SCOTT AVENUE, SUITE 3 MORGANTOWN, WV 26508 TELEPHONE: 304-291-2246</p> <p>THERE IS AN NON-REFUNDABLE \$150.00 FEE FOR PLANS AND SPECIFICATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY 04/15/2012. THE AGENCY WILL ISSUE NOTICE TO PROCEED IN WRITING.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK</p>						
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<p>IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN</p>						
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<p>TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS</p>						
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Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

DIVISION OF NATURAL RESOURCES  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1 ... 01.24.2012						
NO. 2 ... 02.01.2012						
NO. 3 .....						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
President			304-632-1400		02/08/2012	
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President		55-0648251				

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NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.....Robert D. Hill.....SIGNATURE						
.....Danhill Construction.....COMPANY						
.....02.08.2012.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE Robert D. Hill		TELEPHONE 632-1000		DATE 02/08/2012		
TITLE President		FEIN 55-0648251		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Danhill Construction Company</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV001196</i></p> <p><i>General Contractor</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Robert D. Hall</i>		TELEPHONE <i>032-1600</i>		DATE <i>02/08/2012</i>		
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PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

RFQ COPY  
TYPE NAME/ADDRESS HERE

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

324 4TH AVENUE  
SOUTH CHARLESTON, WV  
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/14/2011				

BID OPENING DATE: 02/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
REQ. NO.:				DNRB12082		
BID OPENING DATE:				02/08/2012		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-632-1501-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----Dan Hill-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	02/08/2012
TITLE	President	FAX	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER

DNRB12082

PAGE

10

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

324 4TH AVENUE  
SOUTH CHARLESTON, WV  
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/14/2011				

BID OPENING DATE:

02/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRB12082 ***** TOTAL:						\$98,625.00
Alt.#1						\$14,375.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	632-16100	DATE	02/08/2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

STATE OF West Virginia

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Company; and,  
 (Company Name)
2. I do hereby attest that Danhill Construction Company  
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Danhill Construction Company  
 (Company Name)

By: Robert D. Hill

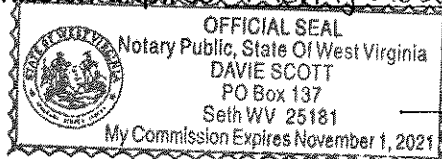
Title: President

Date: 2-8-12

Taken, subscribed and sworn to before me this 8<sup>th</sup> day of February 2012.

By Commission expires Nov 1, 2021

(Seal)



Davie Scott

(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. DNRB12082STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

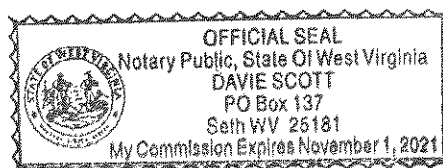
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Danhill Construction CompanyAuthorized Signature: Robert D. Hill Date: 02/08/2012State of West VirginiaCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of February, 2012.My Commission expires Nov 1, 2021, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Dave Scott



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFO NUMBER

DNRB12082

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

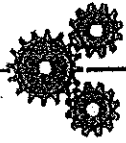
GAULEY BRIDGE WV 25085

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

324 4TH AVENUE  
SOUTH CHARLESTON, WV  
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
01/24/2012						
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1	Ben wind Pool	
				ADDENDUM ISSUED TO PROVIDE THE FOLLOWING INFORMATION.		
				1. TO PROVIDE NON-MANDATORY PRE-BID SIGN IN SHEET.		
				2. PRE-BID MEETING MINUTES (1/5/2012)		
				3. BID CLARIFICATIONS		
				4. QUESTIONS AND ANSWERS		
				NO OTHER CHANGES.		
				END OF ADDENDUM NO.1		
0001	1	LS		968-42		
				GENERAL CONSTRUCTION		
***** THIS IS THE END OF RFQ DNRB12082 *****						TOTAL: \$ 98,625.00
						Alt #1 \$14,375.00
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE Robert D. Hill			TELEPHONE 632-1600		DATE 02/08/2012	
TITLE President		FEIN 55-0648251		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**MILLER**

ENGINEERING, INC.  
*Anticipated with Excellence*

ADDENDUM #1  
Berwind Pool Renovations  
w/ Meeting Minutes  
Pre-Bid Meeting: 5 Jan 2012 2:00PM

**CALL TO ORDER:**

Meeting called to order by Robert Angus of Miller Engineering.

**INTRODUCTIONS:**

Introduced the Owner's Personnel and Agents in attendance including:  
Brian Carney – Engineer, WVDNR Parks and Recreation  
Robert Angus -- Construction Project Rep Miller Engineering

**BIDDING / ADMINISTRATIVE:**

Contractors reminded that the pre-bid was non-mandatory but they need to sign in to be sure to receive all Addenda. Addenda will also be sent to know plan holders.

Brian Carney reviewed the bidding procedures including the use of the provided bid forms, bid bond, contract time period, and liquidated damages, progress payments, and acknowledge of addenda. Failure to acknowledge any addenda will result in the bid not being accepted.

The project is a prevailing wage project and the Owner reserves the right to request certified payroll.

Brian cautioned that all verbal comments made related to the project are subject to verification in writing through meeting minutes and addenda. The plans and specifications, plus written minutes and addenda will be the basis of bidding.

All questions are to be in writing and directed to Frank Whittaker at WV Purchasing. Responses to questions are by written addendum only and distributed by WV Purchasing. The last day for questions is Wednesday January 11, 2012 at 4PM.

The Acknowledgement of Addenda for the bid packet was omitted; it will be included in Addendum #1.

Miller Engineering's phone number is incorrect on the bid packet. The phone number is 304-291-2234.

Substantial completion for this project will be the 15<sup>th</sup> of April 2012.

A properly executed Bid Bond Form ("WV form", with raised seal) is required for the bid. Review any questions regarding bid forms with Frank Whittaker of WV Purchasing Division.

#### TECHNICAL OVERVIEW:

MEI presented a general review of the project scope.

The project is the demolition of the deck and filter piping and installation of a concrete surge tank with piping. Also included are the installation of filter, pump, piping, and heater for the wading pool. All work is as indicated on the project drawings.

The work will include supporting electrical, plumbing and general trades.

#### CLARIFICATION OF WORK HOURS:

Despite what may or may not have been discussed at the Pre-Bid meeting, work hours will be 8:00 am to 8:00 pm with no other restrictions.

#### ATTACHMENTS:

Prebid attendance sheet and plan holder list.

#### BID DATE:

The bid date, time, and location remain unchanged.

#### QUESTIONS:

The following questions have been submitted since the pre-bid meeting:

Question 1) Due to the size and weight (8'x8'x6') of the precast concrete surge tank, can the tank be formed and poured on site with rubber water stop around the base. The 18"x18"x12" depressed sump can be poured into the floor for gravity drain.

ANSWER: The surge tank may be cast in place but may not have any cold joints; it must be monolithic. It may be cast on site using shotcrete. ACI standards for cast in place and shotcrete (pneumatically applied) concrete will apply. Nozzle operators must have at least 5 years documented experience.

Question 2) Is there a provision for hitting rock for the excavation of the surge tank and 4" gravity drain. The 4" line will be ran a minimum of 7' in the ground to daylight and it seems there may be a good possibility of hitting unknown rock during the dig. Instead of draining the tank completely during the winter a winter overflow could be installed below the plumbing level (2'-3' down) and could be opened during the winter to drain the plumbing and drain the tank down. If the tank ever needs to be drained completely it could be pumped out with an external sump pump.

ANSWER: The drain will be installed as indicated to drain the surge tank completely to daylight. Any rock determined to be not rippable with equipment in good repair will be treated as an unforeseen condition and be eligible for additional compensation by change order. The Owner/ Engineer must be informed immediately and the material must be left on site for Owner/ Engineer verification prior to disposal or wasting.



Question 3) Are there facilities at the lake (cabins with kitchen/bath) that could be used for lodging for the men during the work. If so what rate could be given to contractors?

ANSWER: There are no lodging facilities at the Park. There is a campground but we cannot speak to its availability. Contact the Park management to determine what facilities are available during the work period. The construction team does not set or regulate the use of park facilities in this way and the Park is in no way obligated to provide such facilities under this contract. All rules governing the use of facilities will be enforced by the Park personnel, not the design/ construction team. The contractor or personnel involved in such an arrangement will be considered as any other user of park space. There is no appeal to the construction team for disputes related to such use.

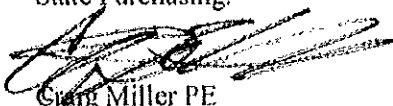
**CLARIFICATIONS:**

The scope of work of the project includes the installation of paddock 2424PCDC VGB covers over the existing outlet sumps. The installation will include field determined 316L stainless bracketing and support as necessary to secure the cover frames to the sump. The sump is concrete and the existing liner terminates at the edge of the sump and does not line the sump. The sump was previously coated with a hardening mastic material of unknown origin. Stainless 3/8" Hilti stud anchors will be used to install the frame supports/ brackets. They will be epoxied into place using Hilti NP1 to maintain the sump seal. Any sealant required around the brackets or in the sump will be Pecora Synthacaulk GC2+.

**ACKNOWLEDGEMENT:**

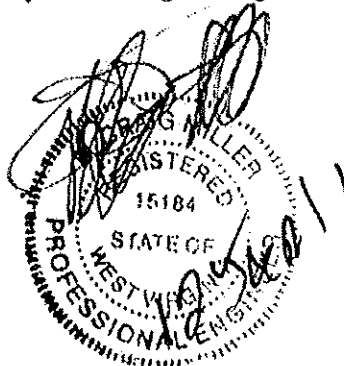
The minutes, questions, answers and comments detailed herein are part of the project documents for this project and are to be acknowledged as ADDENDUM #1.

Submitted this 12th day of January 2012 by Miller Engineering; for distribution by WV State Purchasing.



Craig Miller PE  
President  
Miller Engineering, Inc

Cc: Project file



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number PNR8/2082 Date 1/5/12 Park Berried

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>DASHILL CONSTRUCTION</u>  Firm Address: <u>PO Box 685</u>  <u>Gawley Ridge, WV 25085</u></p> <p>Representative Attending:  <u>MIKE SIEMNACKO</u>  <u>304-632-1600</u>  <u>304-632-1501</u>  <u>Powell@wv@hotmail.com</u></p>	<p>Firm Name: <u>BUSINESS/PROPERTY SYSTEMS</u>  Firm Address: <u>PO Box 160</u>  <u>2996 G</u>  <u>Traydon, SC 29581</u></p> <p>Representative Attending:  <u>TRU WETTER</u>  <u>1-304-466-3746</u>  <u>1-304-466-3412</u>  <u>BUSINESS/PROPERTY SYSTEMS</u></p>
<p>Firm Name: <u>National Rods of Roanoke</u>  Firm Address: <u>3112 Meirase Avenue</u>  <u>Roanoke VA 24018</u></p> <p>Representative Attending:  <u>Lee Vaughan / Dave Roberts</u>  <u>304 345 4605</u>  <u>304 343 5240</u>  <u>lee@nationalrods.com</u></p>	<p>Firm Name: <u>WV DNR / Miller Enterprises</u>  Firm Address: <u>1094 1/2 25th Ave</u>  <u>Princeton, WV 25302</u>  <u>304 466 3746</u>  <u>304 466 3412</u>  <u>BUSINESS/PROPERTY SYSTEMS</u></p> <p>Representative Attending:  <u>Lee Vaughan / Dave Roberts</u>  <u>304 345 4605</u>  <u>304 343 5240</u>  <u>lee@nationalrods.com</u></p>
<p>Firm Name: <u>Pennington Plumbing &amp; Htg.</u>  Firm Address: <u>501 Edgar St.</u>  <u>Beckley WV 25801</u></p> <p>Representative Attending:  <u>Tom McHugh</u>  <u>304-252-7825</u>  <u>304-253-1123</u></p>	<p>Firm Name: <u>Dashill Const. Co</u>  Firm Address: <u>P.O. Box 685</u>  <u>Gawley Ridge, WV 25085</u></p> <p>Representative Attending:  <u>Dan Hill</u>  <u>304-632-1600</u>  <u>304-632-1501</u>  <u>edac.hill@hotmail.com</u></p>



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

WV PURCHASING ACA SECT Fax 304-558-4115

Feb 2 2012 11:32am P001/005

# Request for Quotation

RFQ NUMBER

DNRB12082

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER  
304-558-2316

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION SECTION

324 4TH AVENUE  
SOUTH CHARLESTON, WV  
25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/01/2012						
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
						\$98,625.00
						A14#1 \$14,375.00
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Robert D. Hill		632-1600		02/08/2012		
TITLE		PEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
President		55-0648251				

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



ADDENDUM #2  
Berwind Pool Renovations  
19 January 2012  
Pre-Bid Questions

QUESTIONS:

The following questions have been submitted since the pre-bid meeting:

1. On Drawing P101 the Engineer identifies a Skimmer at the wading pool. Please clarify.

The drawings are indicating where the existing skimmer is installed on the wading pool.

2. On Drawing P101 the Engineer identifies a winter drain at the bottom of the surge tank to drain the pool. The piping is noted to drain to daylight. (How many feet does the Engineer anticipate to run the piping. There is an access road below the area the Engineer has identified. Are we to extend the piping below this access road into the existing swale below?

The winter drain is to extend to the lower side of the road to prevent the road from being disturbed during winter draining. Pipe is to be pitched slightly to drain completely. Bidder is to field verify distance.

3. What is the SVRS-Model # VA2000SVRS?

VGB Approved safety vacuum release system made by Vac-Alert

4. Is the Engineer calling out for new piping and new valves from the existing main pool pump?

The drawings and specifications clearly indicate the necessary methods required to separate the wading pool plumbing from the wading pool. All plumbing for the wading pool is to be new from the filter room to the point where it is re-connected to the existing plumbing after it CROSSES the surge tank. Valves will be installed as indicated if they are not existing.

5. The drawings indicate the pool heater to be mounted on the exterior of the filter building. Is this correct?

Yes, the alternate specifies a Hayward pool Heat Pump. It must sit outside and must have a concrete or polymer equipment pad.

6. Will the project be awarded quickly and will the purchase order be processed quickly?

The project will be awarded in a manner such that it may be completed within the specified time allotment.

7. Will the AIA A201-2007 Supplementary Conditions be processed during the 10 day request for Bonds & Insurance to expedite the Contract in order to meet the Substantial Completion Date?

See response to Question #6

8. The specifications include Electrical Service Entrance & Panel Boards. Are we to provide a new electrical service entrance, which includes metering transformer cabinets and meter bases? (Section 26 2701) (Section 26 2416)

No, disregard reference.

9. The new pump motor starter indicated on drawing P102. Is this not where the existing motor starter for the main pool is located? Or is this motor starter identified for the wading pool pump?

The new motor starter is for the wading pool. Engineer will determine precise location in field if there is a conflict between new and existing. This applies to the entire new equipment installation.

10. Is there any other electrical requirements other than supplying electrical for the wading pool pump, heater (alternate).

Supplying power for the wading pool pump is within the scope of work for the base bid. Power for the wading pool heater will be supplied under the scope of work for the alternate if it is selected by the owner.

11. Section 22 5100 Page 4 of 6 2.05 Pool Water Treatment (Chlorine Injection). Are we to include in our Proposal a Chemical Feed System for both the wading pool and main pool?

The model number listed in the project documents provides a controller that will control two separate bodies of water. Separate test and flow cells, chemical feed pumps, piping, isolation valves, etc are required for each pool as indicated.

12. Should the wading pool return and drain independently from the main pool? If a child would have an accident in the wading pool. The pool is supposed to be drained and refilled once the mess has been cleaned up. Looks like we have all the piping from both wading pool and main pool entering one designated area (surge tank). With this being said we could have contaminated water in the surge tank, which would require to be

drained and refilled. If not caught right away or if there is no valve to close, then the main pool is subject to contaminated water. That may need to be drained and refilled, (Please clarify)

The drawings clearly indicate the wading pool piping passing through the surge tank only. Each pipe is to have a drop leg tee installed in the surge tank for the purpose of winter draining only. The plumbing between the pools is to be totally separated in terms of filtration when the pool is in operation. The filter pump assembly can be used to drain the wading pool in the event of a fecal incident.

A 1-1/2" interconnection pipe will be installed between the main pool filter discharge and the wading pool return line using tees on each with ball isolation valves. The interconnect allows the wading pool to be filled from the main pool to return the wading pool to service. The Engineer will determine the locations of the tees during construction.

13. What is the possibility of extending the winter drain line to the backwash holding tank in lieu of extending several 100 feet to daylight? (If the elevations will allow.)

This option might be considered during construction if the elevations work. For the purposes of bidding, refer to and bid based on the answer for question #2 and the construction documents.

14. Is the 1-1/4" PVC to septic tank a discharge line for the pool heater?

The 1 1/4" line referenced on the drawings which runs to the backwash holding tank is an existing backwash drain line used for the water softener. It is listed for reference only

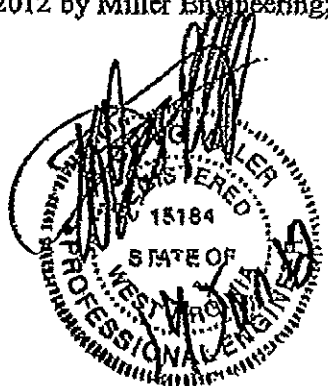
#### ACKNOWLEDGEMENT:

The minutes, questions, answers and comments detailed herein are part of the project documents for this project and are to be acknowledged as ADDENDUM #2.

Submitted this 19th day of January 2012 by Miller Engineering; for distribution by WV State Purchasing

  
Craig Miller PE  
President  
Miller Engineering, Inc

Cc: Project file



Swimming Pool Renovations  
Berwind WMA  
Warriormine, West Virginia

FORM OF PROPOSAL  
Page 1 of 4

Name of Bidder:

*Danhill Construction Company*

Address of Bidder:

*P.O. Box 685  
Camby Bridge, W.V.  
25855*

Phone Number of Bidder:

*304-632-1600*

WV Contractors License No.

*WV001196*

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**BID:**

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in numbers.

*\$ 98,625.00*

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in words.

*NINETY-EIGHT THOUSAND SIX HUNDRED  
AND SIXTY-TWO FIVE DOLLARS*



Swimming Pool Renovations  
Berwind WMA  
Warriormine, West Virginia

FORM OF PROPOSAL  
Page 2 of 4

Alternate #1 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in numbers.

\$ 14,375.00

Alternate #1 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in words.

Fourteen Thousand Three Hundred  
Seventy-Five Dollars

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to substantially complete the work by April 30, 2012 following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

#### ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
1	01/24/2012
2	02/01/2012

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Swimming Pool Renovations  
Berwind WMA  
Warriormine, West Virginia

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FORM OF PROPOSAL  
Page 4 of 4

Respectfully submitted:

Date:

02/08/2012

WV Vendor  
Registration Number:

70905333 0

By: (signature in ink)

Robert D. Hill

Title:

President

Firm Name:

Dankill Construction Company

Firm Address:

P.O. Box 685  
Cawley Bridge, W.V.  
25085

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of  
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its  
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the  
penal sum of 5 % Of Bid Amount (\$ 5% ) for the payment of which, well and truly to be made, we jointly and  
severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Swimming Pool Renovations at Berwind Lake Wildlife Management Area

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
8<sup>th</sup> day of February, 20 12.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)

By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)

Roberta Bird *Roberta Bird*  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania  
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Robert Bird

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

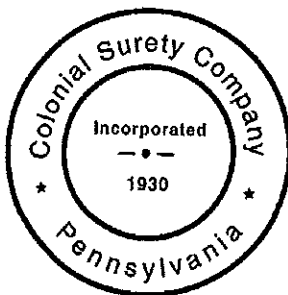
"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its \_\_\_\_\_ President and its corporate seal to be hereto affixed the \_\_\_\_\_ 27th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey

County of Bergen

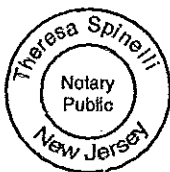
SS.:



By

*Wayne Nunziata*  
Wayne Nunziata, President

On this \_\_\_\_\_ 27th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, in the year 2011, before me  
\_\_\_\_\_  
Theresa Spinelli  
\_\_\_\_\_  
Wayne Nunziata  
executed the within Instrument as \_\_\_\_\_ President \_\_\_\_\_, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI  
A Notary Public of New Jersey  
My Commission Expires September 9, 2015

*Theresa Spinelli*  
Theresa Spinelli

Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1988, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this \_\_\_\_\_ 8th \_\_\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, 20 12 \_\_\_\_\_.

Original printed with Blue and Black ink.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

*Audie B. Murphy*  
Audie B. Murphy, Secretary

State of West Virginia

County of Fayette

AND NOW, this 8th day of February, in the calendar year of 2012, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Blrd, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

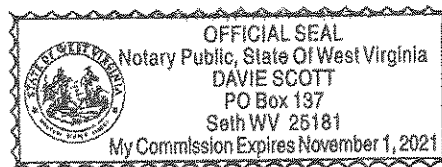
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia  
My Commission Expires on Nov. 1, 2021

Notary Public in and for the

County of Fayette  
State of West Virginia

Davie Scott  
NOTARY PUBLIC



**COLONIAL SURETY COMPANY**  
Duncannon, Pennsylvania  
— Inc 1930 —

**FINANCIAL STATEMENT—DECEMBER 31, 2010**

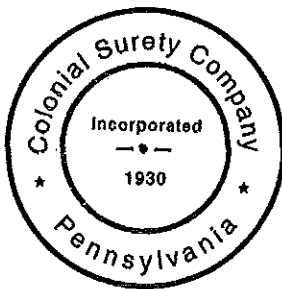
ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds .....	\$ 35,512,506	Reserve for Unearned Premiums. ....	\$ 5,947,052
Cash in Office & Banks .....	3,124,493	Claim Reserves .....	12,115,209
Accrued Interest & Dividends. ....	355,430	Other Liabilities .....	837,431
Premiums & Agents Balances Receivable ....	(843,667)	Collateral Held .....	887,474
Other Assets .....	1,847,750	Capital Stock .....	3,000,000
.....		Surplus .....	17,209,346
Total Admitted Assets .....	39,996,512	Total Liabilities & Surplus .....	39,996,512


\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

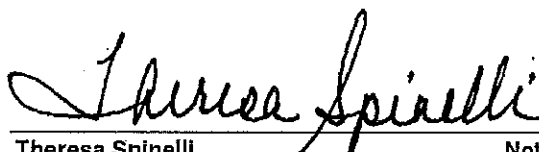
STATE OF NEW JERSEY                      **ss.:**  
COUNTY OF BERGEN

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2010.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 14th day of February, 2011.



  
Wayne Nunziata                                      President

  
Theresa Spinelli                                      Notary Public

Theresa Spinelli  
A Notary Public of New Jersey  
My Commission Expires September 9, 2015

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV001196

**Classification:**

- ☒ ELECTRICAL
- ☒ GENERAL BUILDING
- ☒ HEATING, VENTILATING & COOLING
- ☐ MULTIFAMILY
- ☒ PIPING
- ☒ PLUMBING
- ☐ RESIDENTIAL

DANHILL CONSTRUCTION COMPANY  
DBA DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WV 25085-0685

**Date Issued**

AUGUST 06, 2011

**Expiration Date**

AUGUST 06, 2012

*Robert D. Hill*

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





DANCOBZ

OP ID: RC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jim Lively Insurance PO Box 1833 631 Jones Ave. Oak Hill, WV 25901 Robin Chapman	<b>304-465-5685</b> <b>304-465-1490</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: State Auto Group</b>	<b>NAIC # 25135</b>
		<b>INSURER B: Chartis</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EPLI</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PBP2567918 01	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP2289872 01	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			PBP2567918 01	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 005-56-4557	09/20/11	09/20/12	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>WV BROAD FORM</b>			WC 005-56-4557	09/20/11	09/20/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

SELF000

CERTIFICATE FOR INSURED'S  
RECORDS  
WV

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Robin Chapman

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